

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
KNOXVILLE DIVISION**

**DEBORAH SPILLERS, as the administratrix,)
of the estate of CHARLES E. TAYLOR, deceased,)
)
)
Plaintiff,)
)
)
v.)
)
EMERGENCY COMMUNICATIONS)
NETWORK, LLC.,)
d/b/a “CodeRED”)
d/b/a “ECN”,)
)
Defendant.)**

)
)
No. 3:17-CV-105
JURY DEMAND

ANSWER TO COMPLAINT

Defendant OnSolve, LLC (“formerly known as Emergency Communications Network, LLC; hereinafter “ECN”) submits the following answer to the complaint.

FIRST DEFENSE

This defendant is not responsible for any fault which may be attributed to the decedent which may be established through investigation and discovery.

SECOND DEFENSE

This defendant is not responsible for any fault which may be attributed to Sevier County which may be established through investigation and discovery.

THIRD DEFENSE

This defendant owed no duty to the decedent as its’ only duties were based upon a contractual agreement with Sevier County.

FOURTH DEFENSE

This defendant is not responsible for any fault which may be attributed to the individuals who caused the fire initially.

ANSWERING THE NUMBERED PARAGRAPHS OF THE COMPLAINT, THE DEFENDANT STATES AS FOLLOWS:

1-8. The defendant has insufficient information to form a belief as to the truth of the averments of this paragraph and therefore neither admits nor denies the same.

9. On June 5, 2017 ECN changed its name to Onsolve, LLC. Onsolve is a Delaware limited liability corporation with its principal place of business in Florida. The remaining averments of this paragraphs are denied.

10. Objection. This information is irrelevant to any issue in this case. Without waving objections, this defendant has insufficient information to form a belief as to the truth the averments of this paragraph and therefore neither admit nor deny the same.

11. Denied.

12. The first sentence of this paragraph is admitted. The second sentence of this paragraph is denied. The third sentence of this paragraph is admitted.

13. ECN provides services to clients which vary based upon contractual agreements with clients.

14. Admitted.

15. Admitted.

16. Admitted upon information and belief.

17. It is admitted that the quoted language appears to be from the defendant's website.

The remaining averments of this paragraph are denied.

18. Denied. The defendant contracted with Sevier County to provide messages to specified persons and entities under certain specified conditions, only.

19-50. The defendant has insufficient information to form a belief as to the truth of the averments of these paragraphs and therefore neither admits nor denies the same.

51-54. Denied.

55-57. The defendant has insufficient information to form a belief as to the truth of the averments of these paragraphs and therefore neither admits nor denies the same.

58. The defendant adopts its previous responses by reference.

59-63. Denied.

64-66. Denied.

67. The defendant adopts its previous responses by reference.

68. Denied.

69-70. The defendant has insufficient information to form a belief as to the truth of the averments of theses paragraphs pertaining to damages and, therefore, neither admits nor denies the plaintiffs under any theory in any amount.

The defendant demands a jury of the maximum number of jurors permitted by the Court.

/s/ William B. Jakes, III
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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been placed in the United States mail, postage prepaid to:

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Attorneys for Plaintiff

this the 14th day of June, 2017.

/s/ William B. Jakes, III
WILLIAM B. JAKES, III